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1999-12-23 09:48:28
Cook County Recorder 31.50

This instrument
Prepared by and
return after
recording to:

Paul M. Bach
960 Rand Road Suite 210
Des Plaines, Illinois 60016



09190298

**THIS INSTRUMENT IS A JUNIOR MORTGAGE AND IS
SUBJECT AND SUBORDINATE TO ALL PRIOR
MORTGAGES EARLIER RECORDED.**

M O R T G A G E

This Indenture Witnesseth: That EILEEN SUE WITZMAN, divorced and not since remarried, of 589 Custer Court, Wheeling, Illinois (hereinafter referred to as the "Mortgagor") does hereby mortgage and warrant to LESLIE AUERBACH-BLAU of 541 One Center Blvd., Apt. 304, Altamonte Springs, Florida 32701. (hereinafter referred to as the "Mortgagee") her successors and assigns, the following real estate situated in the County of Cook, State of Illinois, to wit:

UNIT NUMBER 2-20-09, AS DELINEATED UPON THE PLAT OF SURVEY (HEREINAFTER REFERRED TO THE "PLAT") OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY ("PARCEL"):

CERTAIN LOTS IN TAHOE VILLAGE SUBDIVISIONS OF PART OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR TAHOE VILLAGE CONDOMINIUM TOWN HOUSES AND AS AMENDED RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 22270823

P.I.N. 03-09-308-096-1205

Commonly Known As: 589 South Custer Court Wheeling,
Illinois 60090

Together with all buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing

apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power or otherwise, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property; together with the rents, issues, and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of said property or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right on the part of the Mortgagee to collect all of said avails, rents, issues, and profits arising or accruing at any time hereafter and all now due or that may hereafter become due under each and every one of the leases or agreements, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable, as in its direction may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues, and profits or to secure and maintain possession of said premises or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at his discretion, with power to use and apply said avails, issues, and profits to the payment of all expenses, care, and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder;

To have and to hold the said property, with said appurtenances, apparatus, and fixtures, unto said Mortgagee forever, for the uses herein set forth, including the release and waiver of the right of homestead;

To secure the payment of a certain note from the Mortgagor to Mortgagee dated December 22, 1999 in the principal sum of Thirteen Thousand Five Hundred Thirty Seven Dollars and 57/100ths (\$13,537.57) Dollars, which note, together with interest therein provided is payable in monthly installments of One Hundred Four Dollars and no /100th (\$104.00) Dollars on the first day of each month commencing with the first day of February, 1999 which payments are to be applied first to interest and the balance of each payment to principal until said indebtedness is paid in full, provided, however, that the entire principal balance together with all accrued and unpaid interest shall be due and payable in full on or before January 1, 2000. This Mortgage is further made to secure any advances made by the Mortgagee to the Mortgagor for any purpose, at any time before the release and cancellation of this Mortgage but at no time shall this Mortgage secure additional

advances in excess of the original amount of said note provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security.

A. THE MORTGAGOR COVENANTS DURING THE TERM OF THIS MORTGAGE:

1) At the direction of the Mortgagee: either to pay immediately when due and payable all general taxes, special assessments, and other taxes levied or assessed upon said property or any part thereof and to deliver promptly receipts therefore to the Mortgagee upon demand or pay such items in accordance with the terms of the note of even date herewith;

2) To keep the improvements now or hereafter on said premises insured constantly against damage by fire, windstorm, and such other hazards as the Mortgagee may require to be insured against until said indebtedness is fully paid.

3) Not to commit or suffer any waste of such property and to maintain the same in good condition and repair;

4) To pay promptly all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or material men shall attach to said property;

5) Not to suffer or permit any unlawful use of or any nuisance to exist upon said property;

6) Not to diminish or impair the value of said property or the security intended to be effected by virtue of this Mortgage by any act or omission to act;

7) To appear in and defend any proceeding which in the opinion of the Mortgagee affects his security hereunder and to pay all costs, expenses, and attorneys fees incurred or paid by the Mortgagee in any proceeding in which he may be made a party defendant by reason of this Mortgage;

8) Not to sell, transfer, convey or assign any legal equitable or beneficial interest to the premises without first securing Mortgagee's written consent.

B. THE MORTGAGOR FURTHER COVENANTS:

9) That in case of the Mortgagor's failure to perform any of the covenants herein, the Mortgagee may do any act it may deem necessary to protect the lien of this Mortgage, that it will immediately repay any monies paid or disbursed by the Mortgagee

for any of the above purposes, and that such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this Mortgage and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises, if not otherwise paid by him; that in the event the Mortgagee shall do or perform any of the foregoing acts which it is the obligation of said Mortgagor to perform, the performance thereof by said Mortgagee on behalf of said Mortgagor shall not be considered as a waiver of the rights of said Mortgagee to declare the sums hereby secured immediately due and payable, to apply towards the payment of said Mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee to proceed to foreclose this Mortgage and to take any and all other actions hereon or on the note secured hereby, it being expressly understood and agreed that said Mortgagee of the acts hereinbefore described that is shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies in that behalf as above authorized and that nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose or to do any act hereunder; that the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

10) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date or having been advanced shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the amount named in said note plus any amount or amounts that may be added to the mortgage indebtedness under the terms hereof;

11) That in the event the ownership of said property or any part hereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor and may forebear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

12) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or any extension or renewal thereof or if proceedings be instituted to enforce any other lien or charge upon any of said property or upon the filing of a proceeding in bankruptcy by or against the Mortgagor or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or

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if the Mortgagor abandons any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at his option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, after thirty (30) days notice, all sums secured hereby immediately due and payable (if such default not be cured during such thirty (30) day period) and said Mortgagee may proceed immediately to foreclose this Mortgage;

13) That each right, power, and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of the performance of any covenant herein or in said obligation shall thereafter in any manner affect the right of the Mortgagee to require or enforce performance of the same of any other of said covenants; that wherever the context hereof requires the masculine gender, as used herein, shall include the feminine and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of the Mortgagor and the Mortgagee.

IN WITNESS WHEREOF, said Mortgagor has hereunto set their hand and seal this 22nd day of December, 1999.

Eileen Sue Weitzman
EILEEN SUE WEITZMAN

